

AG Contract No. KR97 2437TRN
ECS File: JPA 97-178
Project No.: BR-984(66)P
TRACS No.: SB358 49D
Section: Bridge Scour Evaluation
and Analysis

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SPRINGVILLE

THIS AGREEMENT is entered into 4 September, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF SPRINGVILLE acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the elimination
of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the Town has been
selected by the Town; the field survey of the project has been
completed; and the plans, estimates and specifications have been
prepared and, as required, submitted to the Federal Highway
Administration (FHWA) for its approval.

NO. 22644
Filed with the Secretary of State
Date Filed: 09/04/98
Petey Bayless
Secretary of State

By Vicki V. Greenewald

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$	6,000.00
Federal Aid Funds @ 80%	\$	4,800.00
Town Funds @ 20%	\$	1,200.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to furnish and provide Town funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

Town of Springerville
Town Manager
23 S. Papago Street
Springerville, AZ 85938

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SPRINGERVILLE

STATE OF ARIZONA

Department of Transportation

By Richard Kowren
Richard Kowren
Town Manager

By Peter L. Eno
PETER L. ENO
Contract Administrator

ATTEST:

By Valentina Cordova
VALENTINA CORDOVA
Town Clerk

453/146-149
8oct

RESOLUTION

BE IT RESOLVED on this 8th day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Springerville for the purpose of defining responsibilities for conducting bridge scour evaluation and analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

NOTICE OF PUBLIC MEETING

TOWN OF SPRINGVILLE COMMON COUNCIL

WHEN: NOVEMBER 5, 1997
WHERE: 23 S. PAPAGO STEET - TOWN COUNCIL CHAMBERS
TIME: 6.00 P.M.

AGENDA

THE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION FOR LEGAL CONSULTATION ON ANY OF THE NOTICED AGENDA ITEMS. A.R.S.-38-431-.03 (A) OR (4)

1. Open Meeting, Ascertain Quorum
2. Pledge of Allegiance
3. Consideration of Approval of the Minutes of October 15, 1997TH Regular Meeting.
4. Public Participation

Items presented during the Public Participation portion of this agenda cannot be acted on, at this time, by the Council. Individual council members may ask questions of the public, but are prohibited by State of Arizona open meeting law from discussing the item among themselves until the item is noticed according to open meeting, requirements, as an agenda item.

5. Town Manager's Report -

6. Old Business:

1. Reconsideration of Ordinance 119
2. Consideration of Acceptance of Public Right of Way & Becker Lane Road

7. New Business:

1. Consideration of Bridge Scour Evaluation Analysis-
2. Consideration of Home Rule Option & Notice of Primary Election, Resolution # 97-556
3. Consideration of Resolution # 97-557, Proclaiming Approval & Support of Apache County Enterprise Zone
4. Consideration of ADEQ Registration of Used Oil Collection Center-
5. Consideration of Archaeology EXPO participation -
6. Consideration of Engineering Contract with Pentacore-

Motion to Repeal Ordinance # 119. Motion was seconded and carried unanimously. Councilman Rogers stated he was not on the Council when this was passed and asked if this ordinance was originally to look at the heavy trucks on the back roads that were over limit and if this would be brought back to re-evaluate. Mayor Haynes said we need to protect the investment we have by finding a workable solution.

2. Consideration of Acceptance of Public Right of Way & Becker Lane Road- Mr. Olson reported that he had received all of the easements for this road and had started working on them this afternoon but did not get time to analyze all of the descriptions. He said that he felt comfortable in recommending that we go ahead and accept the road contingent on finalizing the analysis. Motion followed:

Ray Logan/Lynn Rogers

Motion to accept the Public Right of Way contingent on finalizing the final analysis. Motion seconded and carried unanimously. Les said this is scheduled for upgrading to a certain extent. Ernest has already made arrangements with the County to get some assistance and the road will be improved to some degree. It is not slated for anything more than that this year.

New Business:

1. Consideration of Bridge Scour Analysis- Ernest explained that this is a mandatory inspection by the state or funds will be withheld. They do this analysis inspection every two years and presently we are past due by one year. The cost to the city is twelve hundred dollars. The bridge inspection program has been in operation for many years. It provides for identifying failure in the bridges that creep into the structure over the years and creates hazards. The town currently has two bridges that we have to maintain. Motion followed:

Bill Becker/Lynn Rogers

Motion to accept the Bridge Scour Evaluation IGA with the State of Arizona. Motion seconded and carried unanimously.

2. Consideration of Home Rule Option & Notice of Primary Election, Resolution # 97-556- Mr. Olson explained that Home Rule Option is provided by the Constitution for cities to exceed the state imposed budget limits. In order to exceed the state imposed formula the community has to approve this option every four years. Historically the Home Rule Option has been in effect by the Town for the past twelve years. The Resolution is for the Notice of a Primary Election to be held on March 10th. Motion followed:

November 5, 1997

or we will start paying penalties. It was recommended that Les get quotes from other engineers. Motion followed.

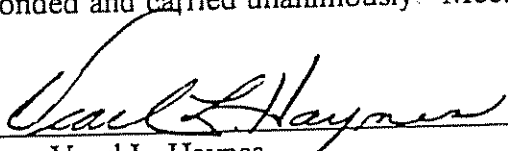
Bill Becker/Lynn Rogers

Motion to go out for bids not to exceed fifty five thousand dollars to bring the Town into compliance with ADEQ. Motion seconded and carried unanimously.

Motion followed:

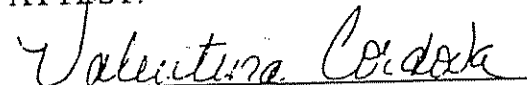
Ray Logan/Bill Becker

Motion to adjourn the meeting. Motion was seconded and carried unanimously. Meeting adjourned at 6:45 p.m.



Mayor Veal L. Haynes

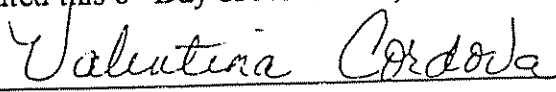
ATTEST:



Town Clerk

I further certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Springerville Town Council held on November 5, 1997. I further certify that the meeting was duly called and a quorum was present.

Dated this 6th Day of November, 1997




Town Clerk

APPROVAL OF THE SPRINGVILLE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SPRINGVILLE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 5 day of November, 1997.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2437TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE August 31, 1998.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/14868

Enc.